

SOUTH CAROLINA DEPARTMENT OF INSURANCE

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MARK SANFORD Governor

SCOTT RICHARDSON
Director of Insurance

Service Contract Providers

Special Instructions
Please Identify the Section(s) That Applies to Your Forms

Identify the items listed by attachment as it pertains to your service contracts marketed, Issued, sold or offered for sale in this State.

(Attach on a separate sheet with this Application if necessary)

(Author of a departite officer with this Application in Necessary)	
	Service contracts insured under a reimbursement insurance policy pursuant to Section 38-78-30(D)(1 shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy." The service contract shall also conspicuously state the name and address of the insurer.
	Service contracts not insured under a reimbursement insurance policy pursuant to Section 38-78 30(D)(1) of this chapter shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are backed by the full faith and credit of the provider." A claim against the provider shall also include a claim for return of the unearned provider fee. The service contract shall also conspicuously state the name and address of the provider.

<u>By Attachment Number #1</u> Service contracts marked, issued sold, offered for sale, made, proposed to be made, or administered in this State shall be written, printed, or typed in clear, understandable language that is easy to read and shall disclose the requirements in this section as applicable.

<u>By Attachment Number #2</u> Service contracts shall identify and administrator, if different from the providers, the provider obligated to perform the service under the contract, the service contract seller and the service contract holder to the extent that the name of the service contract holder has been furnished by the service contract holder. The identities of such parties are not required to be preprinted on the service contract and may be added to the service contract at the time of sale.

<u>By Attachment Number #3</u> Service contract shall conspicuously state the total purchase price and the terms under which the service contract is sold. The purchase is not required to be preprinted on the service contract and may be negotiated at the time of sale with the service contract holder.

<u>By Attachment Number #4</u> If prior approval of repair work is required, the service contracts shall conspicuously state the procedure for obtaining prior approval and for making a claim, including either a toll-free telephone number for claim service or a procedure for obtaining emergency repairs performed outside of normal business hours.

<u>By Attachment Number #5</u> Service contracts shall conspicuously state the existence of any deductible amount, applicable.

<u>By Attachment Number #6</u> Service contracts shall specify the merchandise and service s to be provided and any limitations, exceptions or exclusions.